

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Acorn Capital Group, LLC		05/21/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association as Collateral Agent
Street Address:	60 Livingston Avenue
Internal Address:	EP-MN-WS3D
City:	St. Paul
State/Country:	MINNESOTA
Postal Code:	55107
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 43

Property Type	Number	Word Mark
Serial Number:	77413231	POLAROID POGO
Serial Number:	77210908	POLAROID PHOTOKEEPER
Serial Number:	77163358	POLAROID PIXIE
Serial Number:	77021642	POLAROID ACCURROUTE
Registration Number:	3406926	POLAROID SIMPLICITY
Serial Number:	78614589	POLAROID
Registration Number:	3021042	POLAROID
Registration Number:	3035848	POLAROID
Registration Number:	3035847	POLAROID
Registration Number:	3140186	POLAROID 2 GO
Registration Number:	3030717	POLAROID PICS
Registration Number:	2919167	POLAROID 2-SECOND DIGITAL PRINTS
Registration Number:	3069129	POWERED BY POLAROID

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Registration Number:	3059439	POLAROID 1200
Registration Number:	3276069	DIGITAL QUALITY, POLAROID SIMPLICITY
Registration Number:	3074270	POLAROID
Registration Number:	3112549	POLAROID
Registration Number:	2931999	POLAROID ONE
Registration Number:	2751335	POLAROID I-ZONE
Registration Number:	2531990	POLAROID 500
Registration Number:	2374526	POLAROID
Registration Number:	2470869	POLAROID
Registration Number:	2567805	POLAROID I-ZONE
Registration Number:	2625358	POLAROID
Registration Number:	2398255	POLAROID MACRO
Registration Number:	2159501	POLAROID GELCAM
Registration Number:	1611236	POLAROID EDUCATION PROGRAM TALK
Registration Number:	1612048	POLAROID EDUCATION PROGRAM
Registration Number:	1497361	POLAROID
Registration Number:	1522099	POLAROID
Registration Number:	1454782	POLAROID SPECTRA
Registration Number:	1454937	POLAROID SPECTRA
Registration Number:	0911868	POLAROID
Registration Number:	0908682	POLAROID
Registration Number:	0894087	POLAROID
Registration Number:	0737706	POLAROID
Registration Number:	0730072	POLAROID
Registration Number:	0689866	POLAROID
Registration Number:	0670594	POLAROID
Registration Number:	0588350	POLAROID
Registration Number:	0579986	POLAROID
Registration Number:	0607263	POLAROID
Registration Number:	0540179	POLAROID

CORRESPONDENCE DATA

Fax Number: (212)894-5663

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-940-8663

Email: nytrademark@kattenlaw.com

Correspondent Name: Simon Bock
Address Line 1: 575 Madison Avenue
Address Line 4: New York, NEW YORK 10022-2585

ATTORNEY DOCKET NUMBER:

334839-00026

NAME OF SUBMITTER:

Simon Bock

Signature:

/sb/

Date:

05/21/2008

Total Attachments: 6

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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (this "Assignment"), dated as of May 21, 2008, is made by and between Acorn Capital Group, LLC, a limited liability company organized under the laws of the State of Delaware, having offices at Two Greenwich Office Park, Greenwich, Connecticut 06830 (the "Acorn") and U.S. Bank National Association, 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107 as Collateral Agent to one or more secured parties (the "Assignee");

WHEREAS, Acorn, as collateral agent, has been granted a security interest (the "Security Interest") in the trademarks applications and registrations identified on Schedule A attached hereto (collectively the "Trademarks") pursuant to that certain Security Agreement dated May 12, 2008 by and among Polaroid Corporation, Polaroid Consumer Electronics, LLC and Acorn, which was recorded with the United States Patent and Trademark Office on May 13, 2008 at Reel/Frame: 003776/0719 (the "Security Agreement"); and

WHEREAS, Acorn wishes to appoint the Assignee as collateral agent with respect to the Security Interest granted under the Security Agreement in accordance with Section 2.01 of that certain Collateral Agency Agreement by and among Acorn, the Noteholders (as defined in the Collateral Agency Agreement) from time to time a party thereto and Assignee dated as of December 28, 2006 (the "Collateral Agency Agreement").

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Acorn does hereby assign, convey, transfer, deliver, set over and vest to Assignee, its successors and assigns, the Security Interest granted pursuant to the Security Agreement, in all right, title and interest in and to: (i) the Trademarks, including all applications or registrations therefor; (ii) all income, royalties, damages and payments now due or payable or which hereafter become due or payable in respect to thereto; (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for past, present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

2. Governing Law; Jurisdiction. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to its conflicts of law principles. The parties agree that all disputes arising under or relating to this Assignment shall only be brought in the courts of the State of New York, County of New York, and the United States District Court for the Southern District of New York.

3. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

4. Headings. The headings of the paragraphs of this Assignment have been included only for convenience, and shall not be deemed in any manner to modify or limit

any of the provisions of this Assignment or be used in any manner in the interpretation of this Assignment.

5. Interpretation. Whenever the context so requires in this Assignment, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate or any other entity.

6. Partial Invalidity. Each provision of this Assignment shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Assignment or the application of such provision to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Assignment, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected by such invalidity or unenforceability.

7. Further Agreements. The Assignor agrees to execute and deliver to the Assignee such additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of this Assignment.

8. Entire Agreement. This Assignment constitutes the entire agreement among the parties hereto with respect to the matters referred to herein and therein, and no other agreement, verbal or otherwise shall be binding between the parties hereto unless it shall be in writing and signed by the party against whom enforcement is sought.

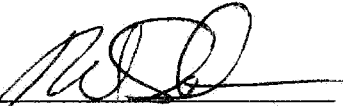
9. Amendments; Waivers. This Assignment shall not be amended except by a writing signed by all of the parties hereto. No waiver of any provision of this Assignment shall be implied from any course of dealing between the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest in Trademarks this ___ day of May, 2008.

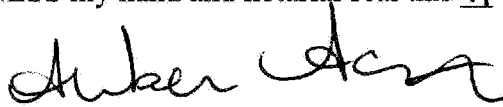
ACORN CAPITAL GROUP, LLC.

By: 
Name: MARK SULLIVAN
Title: VICE PRESIDENT OF OPERATIONS

STATE OF Connecticut }
COUNTY OF Fairfield } ss:

Before me, the undersigned, a Notary Public of the State of Connecticut, personally appeared Mark Sullivan having been sworn by me according to law did depose and say he/she was the Vice President of Acorn Capital Group, LLC and did acknowledge the execution of the foregoing Assignment of Security Interest in Trademarks on behalf of Acorn Capital Group, LLC.

WITNESS my hand and notarial seal this 21 day of May, 2008.



Amber Austin
NOTARY PUBLIC
State of Connecticut
My Commission Expires 7/31/2012

U.S. BANK NATIONAL ASSOCIATION,
AS COLLATERAL AGENT

By: _____
Name:
Title:

STATE OF _____ }
COUNTY OF _____ } ss:

Before me, the undersigned, a Notary Public of the State of _____, personally appeared _____, having been sworn by me according to law did depose and say he/she was the _____ of U.S. Bank National Association, as Collateral Agent and did acknowledge the execution of the foregoing Assignment of Security Interest in Trademarks on behalf of U.S. Bank National Association, as Collateral Agent.

WITNESS my hand and notarial seal this ___ day of May, 2008.

SCHEDULE A

Trademarks

<u>Country</u>	<u>Mark</u>	<u>App. / Reg. No.</u>
United States	POLAROID POGO	A 77413231
United States	POLAROID PHOTOKEEPER	A 77210908
United States	POLAROID PIXIE	A 77163358
United States	POLAROID ACCUROUTE	A 77021642
United States	POLAROID SIMPLICITY	R 3406926
United States	POLAROID & Pixel Design	A 78614589
United States	POLAROID & Pixel Design	R 3021042
United States	POLAROID	R 3035848
United States	POLAROID	R 3035847
United States	POLAROID 2 GO	R 3140186
United States	POLAROID PICS	R 3030717
United States	POLAROID 2-SECOND DIGITAL PRINTS	R 2919167
United States	POWERED BY POLAROID	R 3069129
United States	POLAROID 1200	R 3059439
United States	DIGITAL QUALITY, POLAROID SIMPLICITY	R 3276069
United States	POLAROID	R 3074270
United States	POLAROID	R 3112549
United States	POLAROID ONE	R 2931999
United States	POLAROID I-ZONE	R 2751335
United States	POLAROID 500	R 2531990
United States	POLAROID	R 2374526
United States	POLAROID	R 2470869
United States	POLAROID I-ZONE	R 2567805
United States	POLAROID	R 2625358
United States	POLAROID MACRO	R 2398255
United States	POLAROID GELCAM	R 2159501

<u>Country</u>	<u>Mark</u>	<u>App. / Reg. No.</u>
United States	POLAROID EDUCATION PROGRAM TALK	R 1611236
United States	POLAROID EDUCATION PROGRAM	R 1612048
United States	POLAROID	R 1497361
United States	POLAROID	R 1522099
United States	POLAROID SPECTRA	R 1454782
United States	POLAROID SPECTRA	R 1454937
United States	POLAROID	R 0911868
United States	POLAROID	R 0908682
United States	POLAROID	R 0894087
United States	POLAROID	R 0737706
United States	POLAROID	R 0730072
United States	POLAROID	R 0689866
United States	POLAROID	R 0670594
United States	POLAROID	R 0588350
United States	POLAROID	R 0579986
United States	POLAROID	R 0607263
United States	POLAROID	R 0540179